

## TERMS AND CONDITIONS OF ONLINE STORE

ETONEESECOSMETICS.COM

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The online store [www.etoneesecosmetics.com](http://www.etoneesecosmetics.com) cares about consumer rights. The consumer can not waive the rights granted to him the Act on Consumer Rights. Provisions of the contract less favorable to the consumer than the provisions of the Act on Consumer Rights Act are invalid, and the provisions of the Consumer Rights Act shall apply instead. Therefore the provisions of these Terms and Conditions are not intended to exclude or limit any rights of consumers Therefore, the provisions of these Terms and Conditions are not intended to exclude or limit any rights of consumers under mandatory provisions of law, and any possible doubts should be interpreted to the advantage of the consumer. In the event of any inconsistency between the provisions of these Regulations and the aforementioned regulations

In the event of any inconsistency between the provisions of these Terms and Conditions and such provisions, such provisions shall prevail and shall be applied.

### 1. GENERAL PROVISIONS

1.1 The On-line store available at the Internet address [www.etoneesecosmetics.com](http://www.etoneesecosmetics.com) is operated by INFINI

COSMETIQUES SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ based in Stanisławów Pierwszy (registered office and address for service: ul. Jana Kazimierza 279/3, 05-126 Stanisławów Pierwszy); entered in the Register of Entrepreneurs of the National Court Register under KRS number 0000880060; the register court where Registry Court where the company's documentation is kept: District Court for the Capital City of Warsaw in Warsaw, XIV Commercial Division National Court Register; share capital amounting to: PLN 5,000; NIP: 5361952730; REGON: 388082431, e-mail address: [office@etoneesecosmetics.com](mailto:office@etoneesecosmetics.com).

1.2 These Regulations are addressed both to consumers and businesses using the Online Store Online Shop, unless a given provision of the Regulations provides otherwise.

1.3 The Administrator of personal data processed at the Online Shop in relation to the implementation of provisions of these Terms and Conditions is the Seller. Personal data is processed for the purposes, for a period and on the basis of the grounds and principles indicated in the privacy policy published on the website of the Online Shop. Privacy policy contains, first of all, the rules of personal data processing by the Administrator in the Internet Shop, including the basis, purposes and period of personal data processing and the rights of data subjects, as well as information on the use of cookies and analytical tools in the Internet Shop. Using of the Internet Shop, including making purchases is voluntary. Similarly, the provision of personal data by the Customer or Client using the Internet Shop is voluntary, subject to exceptions indicated in the privacy policy (conclusion of the contract and the statutory obligations of the Seller).

Definitions:

1.4.1. WORKING DAY - one day from Monday to Friday excluding public holidays.

1.4.2. REGISTRATION FORM - a form available in the Internet Shop that allows creating an Account.

1.4.3. ORDER FORM - Electronic Service, an interactive form available in the Online Store enabling the placement of an Order, in particular by adding Products to an electronic basket and determining the terms of the Sales Agreement, including the method of delivery and payment.

1.4.4. CLIENT - (1) a natural person with full legal capacity, and in cases provided for by generally applicable laws, also a natural person with full legal capacity.

(1) a natural person with full capacity to perform acts in law, and in cases provided for by generally applicable laws, also a natural person with limited capacity to perform acts in law

(2) a legal person; or (3) an organizational unit without legal personality, which is granted legal who has concluded or intends to conclude a Sales Agreement with the Seller.

1.4.5. CIVIL CODE - the Civil Code Act of 23 April 1964. (Journal of Laws 1964 no 16, item 93 as amended).

1.4.6. ACCOUNT - Electronic Service, denoted by an individual name (login) and password given by the Customer, set of

resources in the Service Provider's information and communication system, in which the data provided by the Customer is stored

and information about Orders placed by the Customer in the Internet Shop.

NEWSLETTER - Electronic Service, an electronic distribution service provided by the Service Provider via via e-mail, which enables all recipients of the service

to automatically receive from the Service Provider cyclic content of the next edition of the newsletter containing information

about Products, news and promotions in the Internet Shop.

1.4.8. PRODUCT - a movable item available at the Internet Shop, which is the subject of a Sales Agreement between the

Customer and the Seller.

1.4.9 RULES - these Rules of the Internet Shop.

1.4.10. INTERNET SHOP - the Service Provider's online store available at the following web address:

[www.etoneesecosmetics.com](http://www.etoneesecosmetics.com).

SELLER; SERVICE PROVIDER - INFINI COSMETIQUES SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with

registered office in Stanisławów Pierwszy (registered office and address for service: ul. Jana Kazimierza 279/3, 05-126

Stanisławów Pierwszy); entered in the Register of Entrepreneurs of the National Court Register under KRS number

0000880060; the registry court where the company's documentation is kept: District Court for the Capital City of Warsaw in

Warsaw, XIV Commercial Department of the National Court Register; share capital amounting to: PLN 5,000; NIP:

5361952730; REGON: 388082431, e-mail address: office@etoneesecosmetics.com.

1.4.12. CONTRACT OF SALE - the contract of sale of the Product entered into or concluded between the Customer and the Seller via

via the Internet Shop.

1.4.13. ELECTRONIC SERVICE - service provided electronically by the Service Provider to the Customer through the

via the Internet Shop.

1.4.14. SERVICE PROVIDER - (1) a natural person with full capacity to perform legal acts, and in cases provided for by generally applicable law also

(1) a natural person with full capacity to perform acts in law, and in the cases provided for by generally applicable laws, also a natural person with limited capacity to perform acts in law (2) a legal person; or (3) an organizational unit without legal personality, to which Act grants legal capacity - using or intending to use an Electronic Service.

1.4.15. CONSUMER RIGHTS ACT - the Act of 30 May 2014 on consumer rights (Dz.U. 2014 item 827 as amended).

1.4.16. ORDER - the Customer's declaration of will made via the Order Form and aiming directly to conclude a Product Sales Agreement with the Seller.

## 2. ELECTRONIC SERVICES IN THE INTERNET STORE

2.1 The following Electronic Services are available in the Online Shop: Account, Order Form and Newsletter.

2.1.1. Account - using an Account is possible after completing three consecutive steps by the Customer - (1) completing the Registration Form, (2) clicking on the "Sign up" box and (3) confirming the intention to create an Account by clicking on the confirmation link sent automatically to the provided e-mail address. Registration Form it is necessary for the Service Recipient to provide the following data: name and surname/company name, address (street, number of the house/flat, zip code, city, country), e-mail address, contact telephone number and password. In the case of Customers who are not consumers it is also necessary to provide company name and NIP number.

2.1.1.1 The Account Electronic Service is provided free of charge for an indefinite period of time. The Customer shall have the opportunity, at any time and without giving reasons, to remove the Account (resignation from the Account) by sending an appropriate request to the Service Provider, in particular by e-mail to the address: [office@etoneesecosmetics.com](mailto:office@etoneesecosmetics.com) or in writing to the address: ul. Jana Kazimierza 279/3, 05-126 Stanisławów Pierwszy.

2.1.2 Order Form - the use of the Order Form starts from the moment the Customer adds the first Product to the electronic shopping cart in the Online Store. Placing an Order takes place after the Customer completes two consecutive steps in total - (1) filling in the Order Form and (2) clicking on the website of the Online Shop after filling in the Order Form with the field "Confirm purchase". - until this moment you can modify the data you entered yourself (for this purpose, follow the messages displayed (for this purpose, follow the messages displayed and the information available on the website of the Online Store). In the Order Form it is necessary It is necessary for the Customer to provide the following details concerning the Customer: name and surname/company name, address (street, number home/apartment, postal code, town, country), e-mail address, contact phone number and data pertaining to the Sales Agreement: Product/s, quantity of Product/s, place and method of delivery of Product/s, method of payment. In the case of Customers who are not consumers, it is also necessary to provide their company name and number NIP.

2.1.2.1 The Order Form Electronic Service is provided free of charge and has a one-time nature and terminates ends at the moment of placing an Order via it or at the moment of earlier discontinuation placing an Order through it by the Customer.

2.1.3 Newsletter - the Newsletter shall be used if the Customer indicates in the "Newsletter" tab on the Shop website indicates the e-mail address to which subsequent editions of the Newsletter should be sent, and clicking on the "Subscribe" field. "Sign up". It is also possible to subscribe to the Newsletter by ticking the appropriate checkbox when setting up the Account - upon setting up the Account the Customer shall be subscribed to the Newsletter.

2.1.3.1 The Newsletter Electronic Service shall be provided free of charge for an indefinite period of time. The Customer shall have the opportunity to, unsubscribe from the Newsletter (Newsletter unsubscribe) at any time and for any reason by sending Page 2 of 7 a relevant request to the Service Provider, in particular via email to the address: [office@etoneesecosmetics.com](mailto:office@etoneesecosmetics.com) or in writing to the address: ul. Jana Kazimierza 279/3, 05-126 Stanisławów Pierwszy.

2.2 Technical requirements necessary to work with the ICT system used by the Service Provider:

(1) computer, laptop or other multimedia device with access to the Internet; (2) access to electronic mail; (3) a web browser in the current version: Mozilla Firefox; Internet Explorer; Opera; Google Chrome; Safari or Microsoft Edge; (4) recommended minimum screen resolution: 10920x1080; (5) enable in your web browser (5) Javascript enabled in the web browser.

2.3 The Customer is obliged to use the Online Store in a manner consistent with the law and good practice with due regard to respect for personal rights, copyrights and intellectual property of the Service Provider and third parties. The customer is obliged to enter data consistent with the facts. Recipient is prohibited to provide unlawful content.

2.4 Complaint Procedure for Electronic Services:

2.4.1. Complaints related to the provision of Electronic Services by the Service Provider and other complaints

related to the operation of the Online Shop (excluding the Product complaint procedure, which has been indicated

in point. 6 of the Terms and Conditions) The Customer may submit, for example:

2.4.1.1. in writing to the address: Jana Kazimierza Street 279/3, 05-126 Stanisławów Pierwszy;

2.4.1.2. in an electronic form via e-mail to the address: office@etoneesecosmetics.com.

2.4.2 The Customer is advised to provide in the description of the complaint (1) information and circumstances regarding the subject matter of the complaint, in particular

(1) information and circumstances regarding the subject matter of the complaint, in particular the type and date of irregularity; (2) the Client's request; and (3) contact details

This will facilitate and expedite the processing of the complaint by the Service Provider. Requirements

The requirements specified in the preceding sentence are only a recommendation and do not affect the effectiveness of complaints submitted with The requirements given in the preceding sentence are only a recommendation and do not affect the effectiveness of complaints lodged without taking into account the recommended description of the complaint.

2.4.3 The Service Provider shall respond to the complaint immediately, no later than 14 calendar days from the date of submission.

### 3. CONDITIONS OF CONCLUDING A CONTRACT OF SALE

3.1 The conclusion of the Sales Agreement between the Customer and the Seller takes place after submitting by the Customer.

The conclusion of the Sales Agreement between the Customer and the Seller takes place after placing an Order by the Customer with the help of the Order Form in the Online Shop according to point 2.1.2 of the Terms and Conditions. 2.1.2 of the Regulations.

3.2 The Product price displayed on the website of the Online Store is in Euro and includes taxes. With total price including taxes of the Product being the subject of the Order, as well as the costs of delivery (including charges for transport, delivery and postal services) and other costs, and if the amount of these charges cannot be determined - about the obligation to pay them, the Customer shall be informed on

the pages of the Internet Shop in the course of placing the Order, including also at the moment of expressing by the Customer the will to be bound by a Sales Agreement.

### 3.3 Procedure of concluding a Sales Agreement in the Internet Shop by means of the Order Form

3.3.1 The conclusion of the Sales Agreement between the Buyer and the Seller takes place after placing by the Buyer. The conclusion of the Sales Agreement between the Customer and the Seller takes place after placing an Order by the Customer at the Internet Shop, in accordance with point 2.1.2 of the Regulations. 2.1.2 of the Regulations.

3.3.2 After placing an Order the Seller shall immediately confirm its receipt and at the same time accept Order for execution. Confirmation of receipt of the Order and its acceptance for execution takes place through sending by the Seller to the Customer the appropriate e-mail message to the address given during placing the Order via e-mail address given during placement of the Order, which contains at least the Seller's statements of receipt of the Order and its acceptance for execution and confirmation of conclusion of the Sales Agreement. At the moment of receipt by the Customer of the above.

The moment the above email is received by the Customer, the Sales Agreement between the Customer and the Seller is concluded.

3.4 The consolidation, protection and making available to the Customer the content of the concluded Sales Agreement takes place through (1) making these Terms and Conditions available on the website of the Online Shop and (2) sending an e-mail message to the Customer, referred to in point. 3.3.2 of the Regulations. The content of the Sales Agreement is additionally recorded and secured in the IT system of the Seller's Internet Shop.

## 4. METHODS AND TERMS OF PAYMENT FOR THE PRODUCT

4.1 The Seller shall make available to the Customer the following methods of payment for the Sales Agreement:

4.1.1. Electronic and credit card payments via the Przelewy24.pl website - possible current

4.1.1. electronic payments and payment card payments via the Przelewy24.pl website - the current possible payment methods are defined on the website of the Internet Shop in the information tab concerning payment methods and on the website <https://www.przelewy24.pl/>.

4.1.1.1. Settlement of electronic payment transactions and payment cards is carried out at the choice of the Customer through via the Przelewy24.pl service. Service of electronic payments and payment cards is provided:

4.1.1.1.1. Przelewy24.pl - a company PayPro S.A. with its registered seat in Poznań (address: ul. Kanclerska 15, 60-327 Poznań), entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Poznan

- Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register under the number KRS

0000347935, share capital: PLN 5,476,300.00, NIP 7792369887, REGON 301345068.

4.2 Term of payment: page 3 of 7

4.2.1 The Buyer is obliged to make the payment within 7 calendar days from the conclusion of the Sales Agreement.

## 5. COST, WAYS AND DATE OF PRODUCT DELIVERY

5.1 The Product delivery is available in the Republic of Poland.

5.2. Delivery of the Product to the Client is chargeable, unless the Sales Agreement provides otherwise. The Product delivery costs (including fees for transport, delivery and postal services) are indicated to the Client on the pages of the On-line Shop in the information tab regarding delivery costs and during the placement of the Order, including also at the moment of expressing by the Customer's will to be bound by the Sales Agreement.)

5.3 The Seller makes available to the Client the following methods of delivery of the Product:

5.3.1. Courier delivery.

5.4 The Product delivery date to the Customer is up to 5 Business Days, unless the Product description description of the Product or during placing the Order, a shorter deadline was given. In the case of Products with different delivery times,

In the case of Products with different delivery times, the delivery date is the longest date given but may not exceed 5 Business Days. The start of the period date of delivery of the Product to the Customer is counted from the date of crediting the bank account or settlement account Seller's bank account .

## 6. PRODUCT COMPLAINT

6.1 The basis and scope of the Seller's liability to the Customer, if the sold Product has a physical defect or a legal defect (warranty), are defined by generally applicable law, in particular the Civil Code (including Art. 556-576 of the Civil Code).

6.2 The Seller is obliged to deliver to the Customer the Product without defects.

6.3 A complaint can be submitted by the Customer for example:

6.3.1. in writing to the address: Jana Kazimierza Street 279/3, 05-126 Stanislawów Pierwszy;

6.3.2. in the electronic form via e-mail to the address: office@etoneesecosmetics.com.

6.4 The Customer is advised to provide in the description of the complaint (1) information and circumstances regarding the subject matter of the complaint, in particular (2) request for a method of bringing the Product to conformity with the Sales Agreement or a price reduction declaration. Sales Agreement or a declaration on price reduction or withdrawal from the Sales Agreement; and (3) contact details of the person submitting the complaint - this will facilitate and accelerate handling of the complaint by the Seller. The requirements specified in the preceding sentence are only recommendations and shall not affect the effectiveness of complaints submitted without the recommended description of the complaint.

6.5 The Seller shall respond to the Customer's complaint immediately, no later than within 14 calendar days from date of its submission. If the Customer who is a consumer, while exercising the rights under the warranty, requested replacement of the item or removal of defects or made a statement on price

reduction, specifying the amount by which the price is to be reduced, and Seller does not respond to this request within 14 calendar days, it shall be deemed that the request is justified.

6.6 The Customer, who exercises the rights under warranty, is obliged to deliver the defective product to the address: ul. Jana Kazimierza 279/3, 05-126 Stanisławów Pierwszy. In the case of a Customer who is a consumer, the cost of delivery of the Product shall be borne by the Seller. If due to the type of the Product or the way it is installed, delivery of the Product by the Customer who is a consumer

If, due to the type of the Product or the manner of its assembly, delivery of the Product by the Customer who is a consumer would be excessively difficult, the Customer is obliged to make the Product available to the Seller the Product to the Seller in the place where the Product is located.

6.7 Pursuant to Art. 558 § 1 of the Civil Code, the Seller's liability under warranty for the Product towards the Customer who is not a consumer, is excluded.

## 7. OUT-OF-COURT PROCEDURES FOR HANDLING COMPLAINTS AND PURSUING CLAIMS AND RULES OF ACCESS TO THESE PROCEDURES

### 7.1 Detailed information on the possibility of using out-of-court complaint handling

7.1. Detailed information on the possibility of using by the Customer who is a consumer the out-of-court ways of dealing with complaints and pursuing claims, as well as the rules of access to these procedures are available on the website of the Office of Competition and Consumer Protection at [https://uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumentckich.php](https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumentckich.php).

7.2 There is also a contact point at the President of the Office of Competition and Consumer Protection (phone: 22 55 60 333, email: kontakt.adr@uokik.gov.pl or written address: Pl. Powstańców Warszawy 1, 00-030 Warsaw), whose task is to The Consumer Protection Commission also operates a contact point (phone: 22 55 60 333, or written address: Pl. Powstańców Warszawy 1, 00-0 Warsaw), whose task is to provide consumers with assistance in matters concerning out-of-court settlement of consumer disputes.

7.3 The consumer has the following examples of out-of-court methods of dealing with complaints and claims: (1) a request for dispute resolution to a permanent amicable consumer court (more information at: <http://www.spsk.wiih.org.pl/>); (2) an application for out-of-court dispute resolution to the (2) an application for out-of-court dispute resolution to a voivodship inspector of the Trade Inspection (more information on the website of the inspector competent for Seller's place of business); and (3) assistance of a county (municipal) (3) assistance of a county (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (e.g. the Polish Consumer Protection Association).

Federation of Consumers, Association of Polish Consumers). The advice is provided, among others, by e-mail at [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl) and by calling the Consumer Helpline at 801 440 220 (open on business days at 8:00 a.m.).

7.3 The Consumer Helpline is available on business days from 8:00 a.m. to 6:00 p.m. (call charge as per operator's tariff).

7.4 A platform for online dispute resolution between consumers and traders is available at <http://ec.europa.eu/consumers/odr>. between consumers and traders at EU level (ODR platform). The ODR platform is an interactive multilingual website with a one-stop-shop for consumers and traders seeking



to resolve Out-of-court resolution of a dispute concerning contractual obligations arising from an online contract of sale or service (more information on the website of the platform itself or at

Office of Competition and Consumer Protection: [https://uokik.gov.pl/spory\\_konsumenckie\\_faq\\_platforma\\_odr.php](https://uokik.gov.pl/spory_konsumenckie_faq_platforma_odr.php)).

## 8. RIGHT OF WITHDRAWAL

8.1 A consumer who has entered into a remote agreement, may within 14 calendar days withdraw from it without giving any reason and without incurring

without giving any reason and without incurring costs, except for the costs referred to in Section. 8.8 of the Regulations. In order to meet the deadline

is sufficient to send the statement before the deadline. The statement of withdrawal from the agreement may be submitted on for example:

8.1.1. in writing to the address: Jana Kazimierza Street 279/3, 05-126 Stanisławów Pierwszy;

8.1.2. in an electronic form via electronic mail to the following address: office@etoneesecosmetics.com.

8.2 A sample withdrawal form is set out in Schedule 2 to the Consumer Rights Act

and additionally is available in pt. 11 of the Terms and Conditions. The Consumer may use the sample form, but it is not obligatory.

8.3 The period for withdrawal from the Agreement shall begin:

8.3.1. for a contract, in the performance of which the Seller delivers the Product, being obliged to transfer its ownership (e.g.

Sales Agreement) - from taking possession of the Product by the consumer or a third party indicated by him

other than a carrier, and in the case of an agreement which: (1) includes multiple Products that are delivered separately,

(1) includes multiple Products which are delivered separately, in lots or in parts - from the taking possession of the last Product, lot or part or (2) consists in

(2) involves the regular supply of Products for a fixed period - from taking possession of the first Product;

8.3.2. for other contracts - from the date of the conclusion of the contract.

8.4 In the case of withdrawal from the remote agreement, the agreement is considered as not concluded.

8.5 The Seller shall be obliged to immediately, but not later than within 14 calendar days of receipt

consumer's statement of withdrawal from the agreement, return to the consumer all payments made by him, including the costs of delivery of the Product (with the exception of additional costs arising from the chosen by the consumer method of delivery other than the cheapest ordinary delivery method available at the Online Shop). The Seller shall return payment using the same method of payment used by the consumer, unless the consumer has explicitly agreed on another way of return, which does not involve any costs for him. If the Seller has not offered to collect the Product from the consumer himself, he may

withhold reimbursement of the payment received from the consumer until receipt of the Product back or delivery by the consumer of a proof of its return, depending on which whichever event occurs first.

8.6 The Consumer is obliged to immediately, no later than within 14 calendar days from the date on which withdrawal from the contract

8.6. The Consumer has to immediately, no later than within 14 calendar days from the date on which he withdrew from the contract, return the Product to the Seller or submit it to a person authorized by the Seller to collect it, unless Seller offered to collect the Product himself. To meet the deadline it is sufficient to return the Product before its deadline is sufficient to meet the deadline. The Consumer may return the Product to the following address: ul. Jana Kazimierza 279/3, 05-126 Stanisławów Pierwszy.

8.7 The Consumer shall be liable for any diminution in the value of the Product resulting from the use of the Product in a manner beyond what is necessary to ascertain the nature, characteristics and functioning of the Product.

8.8 Possible costs associated with the withdrawal from the contract by the consumer, which must be borne by the consumer:

8.8.1 If the consumer has chosen a method of delivery of the Product other than the cheapest ordinary method of delivery available at the

8.8.1. If the consumer chose a method of delivery of the Product other than the cheapest available on the Online Store, the Seller shall not be obliged to reimburse the consumer for additional costs incurred by him costs.

8.8.2 The Consumer shall bear the direct costs of returning the Product.

8.8.3. In the case of a Product which is a service, the performance of which - at the express request of the consumer – began before the end of the period for withdrawal, the consumer who exercises his right of withdrawal after the consumer who exercises his right of withdrawal after having made such a request, is obliged to pay for what has been provided until the time of withdrawal. The amount of payment shall be calculated in proportion to the performance, taking into account the price or remuneration agreed in the contract, price or remuneration agreed upon in the contract. If the price or remuneration is excessive, the basis for calculating this amount shall be the market value of the market value of the performance

8.9. The right to withdraw from a distance contract is not available to the consumer in relation to contracts:

8.9.1. (1) for the provision of services, if the Seller has fully provided the service with the express consent of the consumer who has stayed informed prior to the commencement of the service that he will lose his right after the performance of the service by the Seller withdraw from the contract; (2) where the price or remuneration depends on fluctuations in the financial market over which The seller does not exercise control and which may occur before the deadline to withdraw from the contract; (3) in the subject of the service is a non-prefabricated product, manufactured according to the consumer's specification or serving to satisfy his individual needs; (4) in which the subject of the service is the Product subject to spoil quickly or have a short shelf life; (5) in which the subject of the service is

The product is delivered in a sealed package, which cannot be returned after opening the package due to for health protection or hygiene reasons, if the packaging has been opened after delivery; (6) in which

the subject of the service are Products that after delivery, due to their nature, remain inseparable combined with other things; (7) in which the subject of the service are alcoholic beverages, the price of which has been set agreed upon conclusion of the Sales Agreement, and the delivery of which may take place only after 30 days and the value of which depends on fluctuations in the market over which the Seller has no control; (8) where the consumer expressly demanded that the Seller visit him for urgent repairs or maintenance; if the Seller additionally provides services other than those requested by the consumer, or provides Products other than parts spare parts necessary for repair or maintenance, the consumer has the right to withdraw from the contract in relation to additional services or Products; (9) in which the subject of the service are sound recordings or visual or computer programs delivered in a sealed package, if the package was left open after delivery; (10) for the delivery of newspapers, periodicals or magazines, with the exception of the contract for subscription; (11) concluded through a public auction; (12) for the provision of accommodation and other services than for residential purposes, transport of goods, car rental, gastronomy, leisure services, entertainment, sports or cultural events, if the contract specifies the day or period of the service services; (13) for the delivery of digital content that is not recorded on a tangible medium, if meeting the services started with the consumer's express consent before and after the withdrawal period informing him by the Seller about the loss of the right to withdraw from the contract.

8.10. The provisions concerning the consumer contained in this point 8 of the Regulations shall apply from January 1, 2021 and for contracts concluded from that date also to the Service Recipient or the Customer who is a natural person concluding the contract directly related to its economic activity, when the content of this contract shows that it does not have for this person professional nature, resulting in particular from the subject of the business activity performed by it, made available on the basis of the provisions on the Central Register and Information on Economic Activity.

## 9. PROVISIONS CONCERNING ENTREPRENEURS

9.1. This point 9 of the Regulations and all provisions contained therein are addressed and thus binding only the Customer or the Service Recipient who is not a consumer, and from January 1, 2021 and for contracts concluded from on that day, which is not also a natural person concluding a contract directly related to its activity economic, when the content of this contract shows that it does not have a professional nature for that person, resulting from in particular, from the subject of its business activity, made available on the basis of regulations on the Central Register and Information on Economic Activity.

9.2. The Seller has the right to withdraw from the Sales Agreement within 14 calendar days from its date conclusion. Withdrawal from the Sales Agreement in this case may take place without giving any reason and does not give birth to The customer has no claims against the seller.

9.3. The seller has the right to limit the available payment methods, including requiring full prepayment or parts, regardless of the method of payment chosen by the Customer and the fact of concluding the Sales Agreement.

9.4. The Service Provider may terminate the contract for the provision of Electronic Services with immediate effect and without indicating the reasons by sending the Service Recipient an appropriate statement.

9.5. Responsibility of the Service Provider / Seller in relation to the Service Recipient / Customer, regardless of its legal basis, is limited - both within a single claim, as well as for all claims in total – to the amount of the price paid and delivery costs under the Sales Agreement, but not more than one thousand zlotys. The amount limitation referred to in the preceding sentence applies to all claims directed by the Service Recipient / Customer in relation to the Service Provider / Seller, including in the absence of conclusion of a Sales Agreement or not related to the Sales Agreement. The Service Provider / Seller bears liability towards the Service Recipient / Customer only for typical damages foreseeable at the time of conclusion contract and is not responsible for lost profits. The seller is also not responsible for delay in transporting the parcel.

9.6. Any disputes arising between the Seller / Service Provider and the Customer / Service Recipient shall be brought to court competent for the seat of the Seller / Service Provider.

## 10. FINAL PROVISIONS

10.1. Agreements concluded via the Online Store are concluded in Polish.

10.2. Changing the Regulations:

10.2.1. The Service Provider reserves the right to amend the Regulations for important reasons, that is: changes

legal regulations; changes in payment and delivery methods - to the extent that these changes affect implementation

provisions of these Regulations.

10.2.2. In the event of concluding continuous contracts on the basis of these Regulations (e.g. provision of the Service Electronic - Account) the amended Regulations bind the Service Recipient if the requirements specified in art. 384 and 384 [1] of the Civil Code, that is, the Service Recipient has been properly informed about the changes and not terminated the contract within 15 calendar days from the date of notification. In case a change of the Regulations resulted in the introduction of any new fees or an increase in the existing fees the right to withdraw from the contract.

10.2.3. In the event of concluding contracts of a different nature than continuous contracts (e.g.

Sales Agreement), changes to the Regulations will not in any way infringe the acquired rights of the Service Recipients / Customers before the date of entry into force of the amendments to the Regulations, in particular, amendments to the Regulations will not affect any longer

Orders placed or placed and Sales Agreements concluded, implemented or performed.

10.3. In matters not covered by these Regulations, generally applicable provisions shall apply

Polish law, in particular: the Civil Code; the Act on the provision of electronic services of July 18

2002 (Journal of Laws of 2002, No. 144, item 1204, as amended); The Consumer Rights Act; and other applicable regulations generally applicable law.

## 11. SPECIMEN FORM OF WITHDRAWAL FROM THE CONTRACT

(ANNEX NUMBER 2 TO THE ACT ON CONSUMER RIGHTS)

Model withdrawal form

(this form should be completed and returned only if you wish to withdraw from the contract)

- Recipient:

INFINI COSMETIQUES SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ

ul. Jana Kazimierza 279/3, 05-126 Stanisławów the First

etoneesecosmetics.com

office@etoneesecosmetics.com

- I / We (\*) hereby inform / inform (\*) about my / our withdrawal from the sales contract as follows

things (\*) contract for the supply of the following items (\*) contract for specific work consisting in the performance of the following things (\*) / o

provision of the following service (\*)

- Date of conclusion of the contract (\*) / receipt (\*)

- Name and surname of the consumer (s)

- Address of the consumer (s)

- Signature of the consumer (s) (only if the form is sent in paper version)

- Date

(\*) Delete as appropriate